

LICENSE AGREEMENT AUTHORIZING USE OF ATHLETIC FIELDS FOR FALL ALLOCATION PERIOD

Effective: August 2014



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This License Agreement Authorizing Use of Athletic Fields for Fall Allocation Period (this “Agreement”) is made and entered into as of the INSERT DATE day of INSERT MONTH, 2014, by and between the CITY OF LAS VEGAS (the “City”), a municipal corporation within the State of Nevada (the “City”) and INSERT NAME OF ORGANIZATION (the “Organization”), in connection with the designated Allocation Period (defined below).

1.0 GRANT OF LICENSE. With issuance of the Municipal Sports Unit Field Use Permit (the “Field Use Permit”), the City authorizes exclusive use by the Organization of each municipal athletic field (collectively the “Athletic Fields”) identified in the Field Use Permit on the dates and at the times set forth therein subject to the requirements set forth in this Agreement. The City shall have the sole discretion to determine the Athletic Fields authorized for use by the Organization.

The license granted herein is for the period from August 1, 2014 through February 28, 2015 (the “Allocation Period”). In consideration of the license granted herein, the Organization agrees to comply with the requirements set forth in this Agreement and the Municipal Sports Unit Athletic Field Use and Allocation Policies Handbook (the “Field Use Policies”), discussed in Section 10.7 (FIELD USE POLICES) below. The license granted herein does not constitute any future commitment by the City, or guarantee the approval of any future request submitted by the Organization, for use of the Athletic Fields at the same times and on the same dates set forth in the Field Use Permit. Any future request by the Organization to use the Athletic Fields will be subject to the discretion of the City, and the fees, policies and procedures in effect at that time.

2.0 TERM OF AGREEMENT. This Agreement shall commence on the date set forth in the first paragraph above and shall continue in full force and effect until the Organization has performed all of the obligations imposed under this Agreement. Subject to the provisions set forth in Section 5.0 (CANCELLATION FOR FORCE MAJEURE) below, there shall be no change to the times, dates or the Athletic Fields identified in the Field Use Permit unless the Organization gives the City written notice of the proposed change. The City may accept or deny the requested change in its sole discretion. Email communications shall be an acceptable form of notice for purposes of this Section.

3.0 FIELD USE FEES. In consideration for issuance of the Field Use Permit, the Organization agrees to pay the fees for use of the Athletic Fields (the “Field Use Fees”) indicated as applicable on the Athletic Field Use Fee Schedule (the “Fee Schedule”), Exhibit “A” attached hereto and incorporated herein as a part of this Agreement. The Field Use Fees shall be paid in the manner indicated on the Fee Schedule. For purposes of payment as required herein, the Organization acknowledges that the City is open for business only on Monday through Thursday of each week and closed on certain approved holidays.

4.0 CANCELLATION BY ORGANIZATION. If the Organization desires to cancel any use of the Athletic Fields authorized under the Field Use Permit, the request must be made in writing to the City. E-mail communications shall be an acceptable form of writing if sent to the City at e-mail address set forth in Section 10.20 (NOTICES) below. If the request is granted by the City, the Field Use Fees previously paid by the Organization shall be refunded according to the provisions set forth in the Fee Schedule or the Field Use Policies defined in Section 10.7 (FIELD USE POLICES) below.

5.0 CANCELLATION FOR FORCE MAJEURE. In addition to right of termination set forth in Section 10.1 (TERMINATION FOR CONVENIENCE) below, the City reserves the right, in its sole discretion, to cancel the use of any Athletic Field authorized by the Field Use Permit if it is destroyed, damaged or rendered unsafe or unplayable due to a cause beyond the control of the parties hereto including, but not necessarily limited to, inclement weather, fire, flood, earthquake, act of god, public disobedience, terrorism, action of police or military authorities or any other casualty of unforeseen circumstances. In the event of such cancellation, the City shall not be liable or responsible under any circumstances to the Organization for any damage caused by the cancellation, and any claims made against the City shall be subject to the indemnity provision set forth in Section 9.0 (INDEMNITY) below.

6.0 CONCESSIONS. If the sale or distribution of food, beverages or merchandize is going to be conducted at the same time as the use of the Athletic Fields authorized under the Field Use Permit, the Organization must obtain a fixed building concession permit from the City. The revenues generated from the concession sales shall be retained by the Organization. The Organization is responsible for ensuring that it, or the vendor operating the concession, has obtained the necessary licenses and permits in order to properly conduct its activity, including, without limitation, obtaining the required licenses from the City of Las Vegas Business License Division of the Planning Department. Additionally, the concession sales are subject to the City's prior approval and control as to the concession's location, equipment, access and hours of operation. The Organization shall be responsible for complying with the insurance requirements set forth in the Field Use Policies.

7.0 RESPONSIBILITY FOR MAINTENANCE AND CLEAN-UP. During the Allocation Period, the Organization will be responsible for maintaining the Athletic Field in clean and aesthetic condition acceptable to the City during and after each use of the Athletic Fields by the Organization. The Organization agrees to comply with the maintenance and clean-up requirements set forth in the Field Use Policies.

8.0 INSURANCE. The Organization shall provide and maintain for the duration of the Field Use Permit, the insurance required pursuant to the Field Use Policies.

9.0 INDEMNITY. In addition to the insurance requirements set forth in Section 8.0 (INSURANCE) above, and not in lieu thereof, the Organization shall protect, defend, indemnify and save the City, its officers, employees, agents and volunteers (the "Indemnified Parties") harmless from and against any and all claims, liability, damages, demands, losses, expenses, suits, liens, judgment, attorney's fees, or court costs or any other form of liability, including, without limitation, claims for injuries to or death of any person or persons or damage or loss to the City premises or any part thereof (collectively the "Claims"), which the Indemnified Parties, or any of them, may suffer as a result of, by reason of, or in consequence of, the action or omissions of the Organization, its employees, agents or anyone employed in performing or failing to perform the provisions of this Agreement.

As part of this obligation hereunder, the Organization shall, at their own expense, defend the Indemnified Parties against the Claims which may be brought against them, or any of them. If the Organization fails to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Organization. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

10.0 MISCELLANEOUS PROVISIONS.

10.1 Termination for Convenience. The City shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be implemented by written notice from the City to the Organization specifying the extent and effective date of the termination, which date shall be a minimum of seven (7) days from the date that the letter is mailed as provided in Section 10.20 below. On the effective date of the termination, the City shall be relieved of any further performance or liability under this Agreement.

If the Organization has paid any Field Use Fees, the Organization shall be refunded according to the provisions set forth in the Field Use Policies (defined in Section 10.7 (Field Use Policies) below).

The City's sole liability to the Organization for termination pursuant to this Section shall be limited to refunding the Field Use Fees paid to the City pursuant to Section 3.0 above in the manner provided herein. Any claims made against the City as a result of the City exercising the right of cancellation granted herein shall be subject to the indemnity provision set forth in Section 9 (INDEMNITY) above.

10.2 Termination for Default. The City may, by written notice of default to the Organization, terminate this Agreement, in whole or in part, if the Organization fails to perform any of the obligations of this Agreement, and the Organization does not cure such failure within seven (7) calendar days (or more if authorized by the City) after notice, specifying the failure is provided pursuant to Section 10.20 (NOTICES) of this Agreement.

The City retains the right to terminate for default immediately if the Organization fails to maintain the required levels of insurance required under Section 8.0 (INSURANCE) above, or fails to comply with applicable local, state, and federal statutes governing performance of its obligations, including, without limitation, statutes involving health or safety.

10.3 Assignment. The City and the Organization each bind itself and its partners, successors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement, except neither the City nor the Organization shall assign, sublet or transfer its interest in this Agreement without prior written consent of the other. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

10.4 Waiver. No consent or waiver, express or implied, by either party to this Agreement or any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act on the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

10.5 Designation of City Representative. The City hereby designates the Community Programs Manager of the Parks and Recreation Department, or his or her authorized representative, as the City representative under this Agreement. Such representative shall have complete authority to transmit instructions, receive information, interpret and define City policies and decisions with respect to performance by the Organization.

10.6 Designation of Organization Representative. The Organization hereby designates [INSERT NAME OF REPRESENTATIVE, INSERT TITLE] as its representative and coordinator having responsible charge performed by the Organization under this Agreement. Such representative or coordinator shall have complete authority to act for and on behalf of the Organization, including but not limited to signing this Agreement for Organization.

10.7 Field Use Policies. With the execution of this Agreement by the Organization, the Organization hereby acknowledges and represents to the City that it obtained or been provided with a copy of the Municipal Sports Unit Athletic Field Use and Allocation Policies Handbook ("Field Use Policies") and that its designated representative has read and understood the requirements of the Field Use Policies and this Agreement. The Field Use Policies are hereby incorporated by this reference as a part of this Agreement. The Organization agrees to abide by the requirements of the Field Use Policies. The Organization shall use its best efforts to provide, educate, implement, and otherwise enforce the Field Use Policies as it pertains to all employees, coaches, officials, managers, equipment personnel, players, participants, spectators, and other persons involved in the use of the Athletic Fields by the Organization. Pursuant to the termination provision herein, the Organization understands that the City reserves the right to suspend or terminate the Field Use Permit if the Field Use Policies are not followed by the Organization, its employees, coaches, officials, managers, equipment personnel, players, participants, spectators, and other persons affiliated with or sponsored by the Organization.

10.8 Organization Representations. The Organization represents that it is financially solvent, able to pay its debts as they mature, and possesses of sufficient working capital to complete this Agreement and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.

10.10 Audit of Records and Books. The Organization agrees to comply with the provisions of Section 4.3, Record Maintenance and Auditing Requirements of the Field Use Policies, and any subsequent amendments thereto adopted by the City, which permits the City, or its designated representative(s) (including an independent auditor), to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning the Organization's performance hereunder.

If so requested, the Organization agrees to provide to the City a current and complete list of the members, business associates, partners, agents or any other business entity(s) who hold 1% or greater interest in the Organization's proprietorship, partnership, corporation or operating business entity.

10.12 Third-Party Beneficiary. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

10.13 Independent Contractor. It is expressly understood that the Organization is an independent contractor and that its officers, employees, contractors, and agents are not employees of, or have any contractual relationship with the City. The Organization shall be responsible for the payment of all necessary taxes workers' compensation insurance and unemployment insurance.

10.14 Compliance with Laws. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada. The Organization shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to the discrimination by reason of race, sex, age, religion, national origin, disability, sexual orientation, and gender identity or expression.

10.15 BLM Compliance. All American Park, Betty Wilson Soccer Complex, Buckskin Basin Park, Centennial Hills Park, Doc Romeo Park, Kellogg-Zaher Sports Complex, Majestic Park, Mountain Ridge Park, Rainbow Family Park, Teton Trails park, and Thunderbird Sports Complex in Las Vegas, Nevada were leased and/or developed by the City pursuant to the Recreation and Public Purposes Act, 43 USC Section 869. The use of the Athletic Fields authorized under the Field Use Permit shall be in compliance with the provisions of the Recreation and Public Purpose Act if field use includes the locations listed above.

10.16 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.17 Prohibition against Contingent Fees. The Organization warrants that no person or entity has been employed or retained to solicit or secure this Agreement based on an agreement or understanding involving payment of a commission, brokerage fee or contingent fee. For breach or violation of this warrant, the City shall have the right to cancel this Agreement without liability or, in its discretion, to recover from the Organization the full sum of such commission, brokerage fee or contingent fee.

10.18 Publicity. The Organization shall submit to the City for its approval, all publicity concerning the naming of or use of City owned facilities with respect to the performance of the Agreement.

10.19 Claims and Disputes. All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or in relation to this Agreement, or the breach thereof, will be decided at the sole discretion of the Parks and Recreation Director.

10.20 Notices. Any notice required under this Agreement shall be sent to the following:

City: City of Las Vegas
Parks and Recreation Department
Attn: Community Programs Manager
495 South Main Street
Las Vegas, Nevada 89101
E-Mail: MunicipalSportsUnit@lasvegasnevada.gov

Organization: INSERT NAME OF ORGANIZATION
ATTN: INSERT REPRESENTATIVE NAME
INSERT ADDRESS
INSERT CITY, ST ZIP
E-Mail: INSERT EMAIL

10.21 Modifications. All modifications or amendments to this Agreement are null and void unless reduced to writing and signed by the parties hereto. This Agreement can be modified or amended only by a document duly executed by authorized representatives of the parties hereto.

10.22 Execution in Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

10.23 Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire Agreement between the parties hereto with respect to the matters covered herein. All prior negotiations, representations and agreements with respect to the matters covered in this Agreement are hereby canceled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

IN WITNESS WHEREOF the parties hereto have each executed this Agreement effective as of the date set forth in the first paragraph of this Agreement.

CITY OF LAS VEGAS, NEVADA

INSERT ORGANIZATION NAME

Parks and Recreation
Department Director or Designee

Date

INSERT REPRESENTATIVE NAME
INSERT TITLE

Date

INSERT ADDRESS
INSERT CITY, ST ZIP
INSERT EMAIL

**EXHIBIT “A”
ATHLETIC FIELD USE FEE SCHEDULE**

SAMPLE